

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
CIVIL ACTION NO.: 12-604  
ECF CASE

-----X

MICHAEL ESTRADA, individually  
and on behalf of others  
similarly situated,

Plaintiff,

vs.

MAGUIRE INSURANCE AGENCY,  
INC.,

Defendant.

-----X

DATE: November 27, 2012

TIME: 10:02 a.m.

Deposition of:

WILLIAM BENECKE

called for oral examination by counsel for  
Plaintiff, pursuant to Subpoena, held at the  
office of CONRAD, O'BRIEN, GELLMAN & ROHN, 1500 Market  
Street, Centre Square, West Tower, Suite 3900,  
Philadelphia, Pennsylvania, before CORINNE J. BLAIR, a  
CRR, CCR, RPR, CLR, of Capital Reporting Company, and  
a Notary Public of the Commonwealth of Pennsylvania.

<p>1 APPEARANCES      2      3 On behalf of Plaintiff:      4 ROBERT WILEY, P.C.      1825 Market Center      5 Boulevard #385      Dallas, Texas 75207      6 (214) 528-6500      BY: ROBERT WILEY, ESQ.      7 Email: rwiley@robwiley.com      BY: JESSICA COHEN, ESQ.      8 Email: jcohen@robwiley.com      9 On behalf of Defendant:      10      PROSKAUER ROSE, LLP      11 1001 Pennsylvania Avenue, NW      Suite 400 South      12 Washington, DC 20004-2533      BY: JOSHUA F. ALLOY, ESQ.      13 Email: jalloy@proskauer.com      (202) 416-5876      14 BY: RAVINDER S. SANDHU, ESQ.      Email: rsandhu@proskauer.com      (202) 416-6814      15      16 ALSO PRESENT:      17 Scott Yurko, Esq.      TMNA Services      18 One Bala Plaza, Suite 100      Bala Cynwyd, PA 19004      19 (610) 538-2272      scott.yurko@tmnas.com      20      21      22      23      24      25</p>	<p>2      1 STIPULATIONS      2 IT IS HEREBY STIPULATED, by and between the      3 attorneys for the respective parties hereto that:      4 All rights provided by the C.P.L.R., and Part      5 221 of the Uniform Rules for the Conduct of      6 Depositions, including the right to object to any      7 question, except as to form, or to move to strike      8 any testimony at this examination is reserved; and      9 in addition, the failure to object to any question      10 or to move to strike any testimony at this      11 examination shall not be a bar or a waiver to make      12 such motion at, and is reserved to, the trial of      13 this action.      14 This deposition may be sworn to by the witness      15 being examined before a Notary Public other than the      16 Notary Public before whom this examination was      17 begun, but the failure to do so or to return the      18 original of this deposition to counsel within 60      19 days, shall not be deemed a waiver of the rights      20 provided by Rule 3116 of the C.P.L.R., and shall be      21 controlled thereby. The filing of the original of      22 this deposition is waived.      23 IT IS FURTHER STIPULATED, that a copy of this      24 examination shall be furnished to the attorney for      25 the witness being examined without charge.</p>
<p>1 INDEX      2 WITNESS EXAMINATION BY PAGE      3 WILLIAM BENECKE MR. WILEY 5      4 MR. ALLOY 218      5      6 EXHIBITS      7 (Exhibits attached to transcript)      8 EXHIBIT DESCRIPTION PAGE      9 Benecke-1 Document, Bates Stamped 294 12      10 Benecke-2 Excerpt from Employee Handbook 157      11 Benecke-3 Employee New Hire Profile 160      12 Benecke-4 Claims Examiner Job Description,          Active 10/25/10 179      13      14 Benecke-5 Claims Examiner Job Description,          Active 3/15/06 182      15 Benecke-6 Performance Review of Mr. Estrada,          2009 183      16      17 Benecke-7 Performance Review of Mr. Estrada,          2010 183      18      19      20      21      22      23      24      25</p>	<p>3      1 W. BENECKE      2 W-I-L-L-I-A-M B-E-N-E-C-K-E, called as a witness,      3 having been first duly sworn by a Notary Public of      4 the Commonwealth of Pennsylvania}, was examined and      5 testified as follows:      6 EXAMINATION BY      7 MR. WILEY:      8 Q The witness having been sworn, will you      9 please state your full name for the record?      10 A William John Benecke.      11 Q Do you go by "Bill"?</p> <p>12 A I do.</p> <p>13 Q All right. Mr. Benecke, my name is Robert      14 Wiley. I'm going to be taking your deposition      15 today.</p> <p>16 Do you understand that?</p> <p>17 A Yes.</p> <p>18 Q And you understand that you're here      19 testifying, not just as an individual human being,      20 but as the corporate representative of Philadelphia      21 Insurance Company; is that correct?</p> <p>22 A Yes.</p> <p>23 MR. ALLOY: Just to be clear, for the      24 record, just like we were with the last      25 deposition, when you refer to -- the defendant</p>

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<p>1 W. BENECKE 2 truthful representation from Mr. Estrada. But 3 I don't recall coming across such circumstances 4 in my review of his work-product. 5 MR. ALLOY: Rob, if you have more 6 questions in this particular line, go ahead, 7 but, you know, we've been going about two 8 hours -- 9 MR. WILEY: Yeah. Let's take a break. 10 And I'm going to leave it to you guys. Do you 11 want to do -- off the record. 12 (A luncheon recess was taken from 13 11:58 a.m. until 12:55 p.m.) 14 MR. WILEY: Back on the record. 15 BY MR. WILEY: 16 Q All right. Sir, you understand that we 17 are back on the record and you are still under oath? 18 A Yes. 19 Q Are there any answers that you've given me 20 today that you wish to change or supplement at this 21 time? 22 A No. 23 Q And we did have a short conversation in 24 the hall when we ran into each other, but we didn't 25 talk about this case or in anything of substance,</p>	<p>1 W. BENECKE 2 operations where we can offer them advice and 3 recommendations how to reduce those risks to, you 4 know, potentially cause them to reduce the amount of 5 losses that they sustain; to reduce their potential 6 premium costs for insurance as a result of those 7 reductions and loss. 8 Q Thank you. 9 A As part of those loss control services, we 10 may provide them advice on circumstances of law or 11 industry that impacts them. We may introduce them 12 to other business partners within the industry that 13 provide services to their class of business that may 14 benefit them in someway. We may do that with 15 discounted pricing that we may have been able to 16 negotiate as a result of the relationships that 17 we've identified with these other businesses. 18 I think those are some of the items 19 that I would mention in answer to that question. 20 Q Anything else? 21 A I'm sure there is, but that would be my -- 22 Q Not that you can recall at this time? 23 A That would be my answer at this time. 24 Q You said, I think something along the 25 lines of putting the customers back in a position</p>	
<p>1 W. BENECKE 2 did we? 3 A No. 4 Q We did talk about the Dallas Cowboys, 5 which is somewhat in substance, but not pertaining 6 to this case. 7 MR. ALLOY: Objection. 8 BY MR. WILEY: 9 Q All right. Let me get back to the 10 questions. 11 Sir, what product or service does 12 Maguire bring to the marketplace? 13 A Well, we issue an insurance policy that 14 provides coverages that are important for -- 15 particularly for the commercial insurance operations 16 that Philadelphia insures, to have protection from 17 unexpected events, whether they be loss to property 18 or casualty loss, that allows them to maintain their 19 financial security by being put back into a position 20 they were in prior to the incident occurring. 21 In addition to the benefits and 22 protections offered under that contract, 23 Philadelphia and Maguire employees offer our 24 insureds loss control services, where we help them 25 identify risks and exposures to their business</p>	<p>1 W. BENECKE 2 where they were before the loss. 3 Could you explain that in a bit more 4 detail? What did you mean by that? 5 A Well, what I meant by that was an incident 6 or a claim will have occurred. They will have 7 suffered a loss. And likely as a result of that 8 loss, sustained property damage, be exposed to 9 financial loss, and it would be the job of the 10 employee responsible for that claim to identify, you 11 know, what that loss has been or could be to help 12 remedy that loss. 13 Q And you would agree that putting the 14 customer back in a position where they were before 15 the loss, that's an important service that you 16 offer? 17 A Yes. 18 Q And it is the claims examiners that go 19 about effectuating that service; is that correct? 20 That's what they're doing? 21 A Yes. 22 Q Just to knock some things out, claims 23 examiners are not engaged in Human Resources; is 24 that correct? 25 And when I say that, I'm not talking</p>	

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1	W. BENECKE	1	W. BENECKE
2	I think probably that would be the	2	or was it just you?
3	more common of experiences in the Customer Service	3	MR. ALLOY: Objection.
4	role.	4	THE WITNESS: I'm not sure I understand
5	Q And who's the head of the Customer Service	5	what you mean by "larger restructuring."
6	department?	6	BY MR. WILEY:
7	A Seth Hall.	7	Q Was it just like they changed your title,
8	Q Seth Hall. And is Mr. Estrada in	8	or was it part of a larger -- some of these
9	Mr. Hall's chain of command?	9	companies realign things, move lines of command
10	A No.	10	around, things like that.
11	Q And none of the other Fast Track auto	11	A My promotion and title was not associated
12	claims examiners are in Mr. Hall's chain of command;	12	with anything else involving any other parts of the
13	is that correct?	13	organization.
14	A Correct.	14	Q Okay. During the time that you have been
15	Q Okay. And I'm just going to go out on a	15	the executive vice president -- sorry. Let me say
16	limb and say, the same is true for Information	16	that differently.
17	Technology; that is separate from what the claims	17	During the time that you have been
18	examiners do. Is that correct?	18	affiliated with Maguire Insurance Company, do you
19	A Yes.	19	know whether or not claims examiners have ever been
20	Q What department do the claims examiners	20	paid by the hour with overtime?
21	fall under?	21	MR. ALLOY: Objection. Are you talking
22	A Claims department.	22	about a specific group of claims examiners, all
23	Q And what is your title, sir?	23	claims examiners?
24	A Executive vice president and chief claims	24	MR. WILEY: Yeah.
25	officer.	25	BY MR. WILEY:
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1	W. BENECKE	1	W. BENECKE
2	Q Are you the head of the claims department?	2	Q Was there any individual claims examiners
3	A Yes.	3	or group or sub-group of claims examiners that were
4	Q And Mr. Estrada would have been in your	4	paid hourly with overtime during the time you've
5	chain of command; is that correct?	5	been there?
6	A Yes.	6	A No.
7	Q As well as the rest of the Fast Track auto	7	Q So they've always been paid salary?
8	claims examiners; is that correct? They would have	8	A Yes.
9	been in your chain of command?	9	Q Was there -- has there always been
10	A Yes.	10	essentially Fast Track claims examiner group for the
11	Q How long have you been in that position?	11	duration of your time with Maguire?
12	A In title?	12	A No.
13	Q In title.	13	Q Do you know when it was that that was
14	A Four years.	14	created?
15	Q And were you somehow in that position but	15	A The Fast Track process, I would believe
16	not in title?	16	would have been created sometime perhaps in the 2005
17	A Yes.	17	timeframe. Give or take a year. I'm guessing right
18	Q Okay. Explain that to me.	18	now, but around that timeframe would probably be
19	A The title changed in 2008 --	19	appropriate.
20	Q Okay.	20	Q Prior to your time at Maguire, did you
21	A -- to be executive vice president. Prior	21	work for other insurance companies?
22	to that, it was senior vice president.	22	A Yes.
23	Q And how long were you in that position?	23	Q Are you aware whether or not any of those
24	A I don't recall. Several years.	24	insurance companies had paid their claims examiners
25	Q In 2008, was there a larger restructuring	25	or claims adjusters by the hour with overtime?

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<p>1 W. BENECKE 2 MR. ALLOY: You can answer. 3 THE WITNESS: It's a confusing question. 4 I think it's a two-part question. 5 BY MR. WILEY: 6 Q My question is whether or not you're aware 7 of whether or not they had a pay practice of any of 8 your prior employers where they were paying claims 9 adjusters or claims examiners by the hour with 10 overtime? (sic) 11 MR. ALLOY: Objection. You can answer. 12 THE WITNESS: I am aware of how the claims 13 examiners were paid. So the answer to that is 14 yes, I am aware of how they were paid. And -- 15 BY MR. WILEY: 16 Q Then my second question would be -- 17 A -- none of them were paid as a -- as 18 someone that would be entitled to overtime or on an 19 hourly basis. 20 Q All right. Before lunch, we had been 21 talking about the process by which claims examiners 22 process claims. I'm going to talk some more about 23 that. 24 We were going to talk about outside 25 vendors. I think you had identified appraisers,</p>	<p>1 W. BENECKE 2 appropriate or necessary for the particular claim, 3 they may engage or hire an independent contractor to 4 go out, take photos of the damages, and write up an 5 estimate; to then submit those photos and estimate 6 to the claims examiner for the claims examiner to 7 then review, evaluate and make judgments from. 8 Q Now, the claims examiners, themselves, did 9 not physically examine the vehicle; isn't that 10 correct? 11 A Yes. 12 Q Okay. And they were not, themselves, 13 estimators or appraisers; isn't that correct? 14 A That's not always entirely true. 15 Q Can you tell me any of the Fast Track 16 claims adjusters who were, in fact, appraisers? 17 A There may be -- there may be some in the 18 staff that are -- that were licensed appraisers, or 19 had trained and worked as appraisers in a prior 20 company or a prior job. 21 Q So some of them may have been familiar 22 with appraising, but that wasn't why you hired them 23 to come work at Maguire. They were supposed to 24 process these claims; correct? 25 A No, I wouldn't say that. I would</p>	104
<p>1 W. BENECKE 2 independent adjusters, and there was one -- oh, 3 private investigators as outside vendors. 4 A Yes. 5 Q Okay. Tell me what an appraiser is. 6 A In what context? 7 Q Well, I think you had said that the next 8 step after the investigation was to see whether or 9 not claims examiners want to hire outside vendors 10 and you had identified appraisers, PI's and 11 independent adjusters. 12 So my question is: When you say 13 "appraisers," what did you mean? 14 A I'm sorry. I'm just looking for 15 clarification -- 16 Q In the context of a Fast Track -- 17 A In the context of Philadelphia Insurance 18 Company? 19 Q At Maguire, yeah. 20 A Okay. 21 Q Forget wherever else you worked. We're 22 back to Maguire. And that's what these questions 23 will all relate to. 24 A Okay. An appraiser is an independent 25 contractor that if the claims examiner determines it</p>	<p>1 W. BENECKE 2 definitely not say that that's not why we hired them 3 for the job. 4 It is -- it was an added positive for 5 a candidate that they had estimating an appraiser's 6 skills because they would bring that skill-set to 7 the job that they were required to do, in the claims 8 examiner job for the company, when they're receiving 9 estimates from body shops and the independent 10 appraisers to understand better and more educated 11 what they're looking at and to do it more 12 efficiently. 13 Q It was not a job requirement, however, 14 though, that someone be an appraiser in order to be 15 a claims examiner; correct? 16 A It was an added plus, but not a job 17 requirement. 18 Q So in the absence of -- well, let me ask 19 you this: Wouldn't Mr. Estrada have to hire an 20 appraiser in every case so that he would know how 21 much to pay? 22 A No. 23 Q And how is it that Mr. Estrada could 24 possibly know how much to pay if he didn't hire an 25 appraiser?</p>	105

<p>1                   W. BENECKE</p> <p>2   A  He would request estimates from the owners</p> <p>3  of the vehicle, from their selection or preference</p> <p>4  from body shops. And then he would be charged with</p> <p>5  the responsibility of reviewing those estimates to .</p> <p>6  make a determination whether he believed them to be</p> <p>7  a fair invoice for what -- for what is needed for</p> <p>8  repairs for the vehicle.</p> <p>9   Q  Are you aware of Mr. Estrada ever</p> <p>10 challenging an appraiser's appraisal of a vehicle?</p> <p>11  A  As part of his job responsibility, I would</p> <p>12 have expected him to have been doing that, yes.</p> <p>13   MR. WILEY: Objection. Non-responsive.</p> <p>14 BY MR. WILEY:</p> <p>15  Q  Are you aware of Mr. Estrada ever having</p> <p>16 actually not followed an appraiser's recommendation?</p> <p>17  A  I'm not aware of him not following the</p> <p>18 estimate, because you're asking me something that</p> <p>19 would have been an expectation that he would</p> <p>20 normally do, and you're asking me do I have proof</p> <p>21 that he did not normally do what he was supposed to</p> <p>22 do.</p> <p>23               I don't have any evidence of that as</p> <p>24 I'm sitting here today.</p> <p>25  Q  Are you aware of some documents that says</p>	<p>106</p> <p>1                   W. BENECKE</p> <p>2 responsibility.</p> <p>3   Q  Why would Mr. Estrada, someone with a high</p> <p>4 school degree and dropped out of the University of</p> <p>5 Phoenix, no background in appraising, and by his own</p> <p>6 testimony, no good with estimates, supplant the view</p> <p>7 of an appraiser who's actually seen and looked at</p> <p>8 the vehicle with Mr. Estrada's own opinion?</p> <p>9   MR. ALLOY: Objection.</p> <p>10   THE WITNESS: I don't know what</p> <p>11 Mr. Estrada's motivations may be for this</p> <p>12 lawsuit and what he says in the context of this</p> <p>13 lawsuit, but I do know what examiners are</p> <p>14 trained to do and what is expected of them.</p> <p>15 And what an estimate itself says.</p> <p>16   It does not say the estimate is something</p> <p>17 that you will receive from the insurance</p> <p>18 company. It says that the amount is ultimately</p> <p>19 the decision of the insurance company, and</p> <p>20 Mr. Estrada would have been the person</p> <p>21 responsible for determining that amount as</p> <p>22 supported by the language of that contract --</p> <p>23 I'm sorry -- as supported by the language of</p> <p>24 that estimate.</p> <p>25               I would also add that in the insurance</p>
<p>107</p> <p>1                   W. BENECKE</p> <p>2 that he was supposed to challenge what the appraiser</p> <p>3 said?</p> <p>4   A  I don't know what specific language is in</p> <p>5 our documents and how it's stated, but it's a --</p> <p>6 it's a generally accepted understanding that you</p> <p>7 review and challenge something that is being</p> <p>8 submitted by a non-employee that is simply engaged</p> <p>9 to take a photo, write an estimate, and submit it to</p> <p>10 you for further review.</p> <p>11               The estimate, itself -- almost every</p> <p>12 estimate specifically supports that context. The</p> <p>13 estimate says -- most of the estimates say, "This is</p> <p>14 an estimate. It's not an approval to pay. It's not</p> <p>15 acceptance by the company to pay. That approval</p> <p>16 will be given by the insurance company." And that's</p> <p>17 the job that Mr. Estrada was expected to do.</p> <p>18               So the answer in and of itself that</p> <p>19 Mr. Estrada reviewed regularly is supportive of the</p> <p>20 context that it's not just written by the appraiser</p> <p>21 and that becomes the number that the parties should</p> <p>22 expect to receive.</p> <p>23               That final number is the</p> <p>24 determination by the claims examiner that's working</p> <p>25 for the insurance company, and that's his job and</p>	<p>109</p> <p>1                   W. BENECKE</p> <p>2 industry, I don't know that a college degree is</p> <p>3 something that is anything close to a</p> <p>4 requirement for automobile appraisers. It's</p> <p>5 not something that would be a requirement for</p> <p>6 someone that is looking at the photos of</p> <p>7 damages for an automobile, seeing what the</p> <p>8 parts and labor hours are on that estimate, and</p> <p>9 making a determination whether he or she</p> <p>10 believes those items on that estimate are</p> <p>11 appropriate or not.</p> <p>12 BY MR. WILEY:</p> <p>13  Q  Did you receive a notice of today's</p> <p>14 deposition?</p> <p>15  A  Yes.</p> <p>16  Q  Did you review it?</p> <p>17  A  Yes.</p> <p>18  Q  Okay. And I believe it had what's called</p> <p>19 a Subpoena Duces Tecum on it. It mentioned a number</p> <p>20 of documents.</p> <p>21               Do you recall that?</p> <p>22  A  I don't recall it as I'm sitting here</p> <p>23 today.</p> <p>24  Q  Do you or your attorneys have a written</p> <p>25 response to that Subpoena Duces Tecum?</p>

<p>1 W. BENECKE</p> <p>2 A Yes.</p> <p>3 Q Am I correct that Mr. Estrada never</p> <p>4 interviewed physicians, because there was no bodily</p> <p>5 injury?</p> <p>6 A Correct.</p> <p>7 Q And by definition, Fast Track claims</p> <p>8 generally do not involve bodily injury; is that</p> <p>9 correct?</p> <p>10 A The Fast Track process is not a process</p> <p>11 that is expected to have bodily injury claims in it.</p> <p>12 That's not to say that examiners that</p> <p>13 are receiving Fast Track claims may not have claims</p> <p>14 in their responsibility that have bodily injury in</p> <p>15 it.</p> <p>16 Q Earlier you told me the steps that you</p> <p>17 went through, and I think we started in terms of</p> <p>18 what a examiner would do with the coverage issue.</p> <p>19 Was there actually a first step where</p> <p>20 they decided whether or not it was appropriate to be</p> <p>21 handled as a Fast Track claim?</p> <p>22 A Yes. That would be included within that,</p> <p>23 um --</p> <p>24 Q And if the examiner decided it was not</p> <p>25 appropriate to be handled as a Fast Track claim,</p>	<p>146</p> <p>1 W. BENECKE</p> <p>2 folks.</p> <p>3 Commercial Auto. There are times</p> <p>4 that a claim could have gone directly to the</p> <p>5 Commercial Auto Group, but instead was sent to the</p> <p>6 Fast Track Auto Group.</p> <p>7 And again, I would say that it would</p> <p>8 be up to the -- the individual and their supervisor</p> <p>9 whether it's something that collectively they</p> <p>10 believed they had the confidence and skill-set to</p> <p>11 keep themselves, or pass on, or send back.</p> <p>12 Q It's not my intent to be repetitive. We</p> <p>13 may have hit some of these before. I just want to</p> <p>14 knock them out so I can get my punch list done. We</p> <p>15 can go home.</p> <p>16 One of the ones on my list, though,</p> <p>17 is "inspecting property damage."</p> <p>18 And, again, I think we're agreed that</p> <p>19 claims examiners do not personally inspect property</p> <p>20 damage?</p> <p>21 A They do not personally inspect property</p> <p>22 damage.</p> <p>23 Q Okay.</p> <p>24 A That is correct. They do review photos of</p> <p>25 property damage.</p>
<p>1 W. BENECKE</p> <p>2 could that examiner send it back to, I guess, the</p> <p>3 home office, or whoever assigns those claims?</p> <p>4 A Depending upon the individual. They may</p> <p>5 make that determination. They may speak to their</p> <p>6 supervisor. They may get feedback from the</p> <p>7 supervisor that, although, you know, they formulated</p> <p>8 this initial opinion, they should handle it for some</p> <p>9 period of time, or they -- based upon what they</p> <p>10 anticipate they should, they can stick with it:</p> <p>11 I think it's dependent upon the</p> <p>12 individual, their confidences, and the confidences</p> <p>13 that the supervisor has in them.</p> <p>14 Q If somebody in the Fast Track claims</p> <p>15 department got a American Specialty or a Commercial</p> <p>16 Auto claim, would they be expected to send it to the</p> <p>17 proper examiner group?</p> <p>18 A Well, American Specialty is a managing</p> <p>19 general agent. So any -- any claim that the agent</p> <p>20 was American Specialty would -- it would be a very</p> <p>21 rare circumstance where somehow or another that got</p> <p>22 assigned to an employee of the company. Just</p> <p>23 because it's very obvious when you get the claim,</p> <p>24 the claim has American Specialty on it, that you</p> <p>25 would then send it off to the American Specialty</p>	<p>147</p> <p>1 W. BENECKE</p> <p>2 Q The next one I have was "evaluating and</p> <p>3 making recommendations regarding coverage of a</p> <p>4 claim."</p> <p>5 And I think that we -- it's your</p> <p>6 testimony earlier was that they do do that?</p> <p>7 A Yes.</p> <p>8 Q "Reviewing factual information to prepare</p> <p>9 damage estimates."</p> <p>10 Isn't it true that the -- Mr. Estrada</p> <p>11 and the claims examiners did not, themselves,</p> <p>12 prepare damage estimates but had it done by</p> <p>13 appraisers or people that actually inspected the</p> <p>14 vehicle?</p> <p>15 A Or a body shop that was going to be</p> <p>16 responsible for the repairs of the vehicle.</p> <p>17 Q Correct.</p> <p>18 A Yes.</p> <p>19 Q If a settlement got negotiated, was there</p> <p>20 some sort of settlement agreement that was expected</p> <p>21 to be signed?</p> <p>22 A Typically, it would be for a third-party</p> <p>23 claim.</p> <p>24 For a first-party claim with an</p> <p>25 insured, typically it would not be a claim that we</p>